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736. Though it may be contended that this interpretation creates a new contract for the parties, yet courts have acted similarly in the somewhat analogous cases of equitable servitudes. See 29 HARV. L. REV. 106. Again, the decisions may also be supported on the ground that, though the contracts are such as might become opposed to public interest, the contingency thereof is too slight to make them void at law. But even if the law considers such contracts valid, certainly equity will refuse to grant specific performance after they have become opposed to the public interest. *Conger v. New York, West Shore, etc. Ry. Co.*, 120 N. Y. 29. The conditional decree in the principal case was framed to anticipate such a situation.

HUSBAND AND WIFE — RIGHTS AND LIABILITIES OF WIFE — CONTRACTS BY WIFE TO CONVEY HER REALTY. — A statute permitted a wife to contract and deal so as to affect her real and personal property in the same manner and with the same effect as if she were unmarried, but made any conveyance of her realty, without the written consent of her husband, and her privy examination as to her willingness to convey, invalid. 1911 N. C. PUBLIC LAWS, ch. 109. The plaintiff contracted with the defendant husband and wife for a conveyance of the wife's realty, but no privy examination was taken. On the wife's refusal to convey, the plaintiff sues to recover damages for breach of the contract. *Held*, that he may recover. *Warren v. Dail*, 87 S. E. 126 (N. C.).

Effect must be given, if possible, to every word, clause, and sentence of a statute. See *Petri v. Commercial, etc. Bank*, 142 U. S. 644, 650. See 2 SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., § 380. Therefore the statute must be so construed as to distinguish between the right to contract and the right to convey. Specific performance of the contract will not be decreed, as this would involve the transformation of the contract into a conveyance, which is contrary to the distinction made by the statute. Cf. *Martin v. Mitchell*, 2 J. & W. 413, 425. But a suit for damages does not involve this difficulty. It is clear that, where a husband is unable to procure a release of dower, he is, nevertheless, liable for the breach of his contract to convey. *Drake v. Baker*, 34 N. J. L. 358. By similar reasoning, the wife should be liable on her contract to convey. Nor is such liability contrary to the spirit of the statute, for the purpose of the act is not to protect the wife from unfortunate contracts, but to prevent the loss of her realty. And such liability adds no extra burden to her land since it is subject to levies to satisfy judgments for breaches of her other contracts. See *Royal v. Southerland*, 168 N. C. 405, 406, 84 S. E. 708, 709. Under a similar statute such contracts have been held binding. *Brown v. Dressler*, 125 Mo. 589, 29 S. W. 13; *Davis v. Watson*, 89 Mo. App. 15, 29.

INSURANCE — MARINE INSURANCE — VALUED POLICY — EXTENT OF INSURER'S RIGHT OF SUBROGATION. — The plaintiffs insured the defendant's ship, the *Helvetia*, for the full value, which in the policy was stated to be £45,000. The *Helvetia* collided with the *Empress of Britain* and was totally lost. The insurers paid for a total loss in accordance with value stated in the policy. Subsequently in an admiralty action both ships were held to blame, the *Helvetia* for $\frac{1}{2}$ of the damage and the *Empress of Britain* for $\frac{1}{2}$, and the owners of the latter paid the defendants £26,900 — $\frac{1}{2}$ of £65,000 — which the court found to be the value of the lost vessel. The insurers now demand this sum from the defendants. *Held*, that the insurers are entitled to the full amount recovered from the tortfeasors. *Thames and Mersey Marine Ins. Co. v. British and Chilean Steamship Co.*, 32 T. L. Rep. 89, [1916] 1 K. B. 30.

If the insured sues the tortfeasor after he has been indemnified, and recovers, he must hold whatever amount the insurer is entitled to in trust for him. *Gales v. Hailman*, 11 Pa. St. 515; *Randal v. Cockran*, 1 Ves. Sen. 97. How-